

**EXHIBIT “L”**

Global Empire  
Investment & Holdings LLC

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CANADIAN OFFICE

DAVID M. BERNSTEIN, Q.C.  
V.P. Finance and Legal Affairs  
25 Raspberry Crescent  
Beaconsfield, Quebec, Canada  
H9W 6C9

Tel: (514) 831-2918  
e-mail: [emiq@sympatico.ca](mailto:emiq@sympatico.ca)

October 10, 2005

Mr. Arch A. Moore, Jr.  
President  
Progressive Minerals, LLC  
Hubb's Building, Suite 400  
511 Seventh Street  
Moundsville, WV 26041

Re: Applicant Progressive Minerals, LLC and Justice Energy, LLC

Dear Sir,

This file has been handed over to me for advice and reply.

First of all let me point out that our company is still very interested in advancing funds as a loan to Progressive Minerals in conformity with the terms sheet dated July 14, 2005.

Please note that Global has the absolute right as stipulated in the term sheet dated July, 14, 2005 to refuse to advance any loan in conformity with paragraph 14 thereof.

In order for us to proceed in this matter we shall require the following documentation:

- A. Audited financial statements of Progressive Mineral, LLC and Justice Energy, LLC for the last three years or at least an accountant's review by a CPA;

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5821 Southwest Freeway, #500  
Houston, Texas 77057

Tel: (713) 669-9900

Fax: (713) 839-8985

Cell: (949) 307-6378  
e-mail: [geinvest91@yahoo.com](mailto:geinvest91@yahoo.com)

- B. The list of major shareholders of Progressive Mineral and their personal financial statements. (We shall also require a written consent to obtain credit information on all shareholders);
- C. A list and a full description of all assets that shall be used and/or hypothecated to secure the loan contemplated herein.
- D. The source and use of the funds.
- E. Full disclosure and Production of all leases and without limiting the generality of the foregoing, leases of all mineral rights described by said lease or leases, and how the parties and leases are connected with this project.
- F. A full description of the debt service as provided in the terms sheet dated July 14, 2005 by the borrower from an Acceptable CPA. (The figures as produced to date are extremely unclear and impossible to determine the viability of this enterprise.)
- G. A copy of the contract between Justice Energy and Rowland Land Co. LLC.
- H. A copy of all supply and sales contracts for the production of Red Fox Coal Mines and possibility Bluestone Corporation.
- I. The description of the relationship between the following Parties; Justice Energy and all subsidiaries direct and indirect. Red Fox Coal Mine, Bluestone Coal Corp., and Consolidated Coal and any other related Party.
- J. A concise 3 or 4 page executive summary of this project as we find it very difficult to comprehend and intracacies of the project.
- K. There is a contradiction between our term sheet dated July 14, 2005 and the asset purchase agreement received on August 26, 2005. Please explain in writing.
- L. There is a discrepancy between the production of coal as per the business plan and revenues derived therefrom and the alleged production and revenue to service the 200 Million Dollar debt. Please explain.
- M. We will require a list and aging of all Accounts Receivable and Accounts Payable.
- N. List and description of all liabilities to be assumed by Progressive Minerals.
- O. All financial statements and all other financial documentation must be duly certified, under at least an Accountants review engagement by an acceptable CPA.

We shall require all documentation requested herein on or before November 15, 2005.

Our credit committee shall be meeting on November 17, 2005 to determine the viable of your loan application.

Page 3 of 3

In the event that we determine that we wish to make the loan. We will be employing and sending our own due diligence experts in regards to the quality and production of the coal mines and our auditing firm to examine the books and records of Progressive Mineral and Justice Energy.

In the event our credit committee regretfully declines we shall remit to you by cashier's check on November 18, 2005, \$750,000 the amount of your advance.

Yours Truly,



David M. Bernstein

**EXHIBIT “M”**

ARCH A. MOORE, JR.  
GOVERNMENT AND BUSINESS CONSULTANT  
HUBBS BUILDING, SUITE 400  
511 SEVENTH STREET  
MOUNDSVILLE, WEST VIRGINIA 26041

GOVERNOR OF THE  
STATE OF WEST  
VIRGINIA            1969-1977  
                      1985-1989  
—  
UNITED STATES  
CONGRESSMAN        1957-1969

TELEPHONE  
304-845-5900  
304 845 2608  
—  
FACSIMILE  
304-845-5901

January 4, 2006

Dr. Mohammad Haroon Rashid  
President and CEO  
Global Empire Investments & Holdings, LLC  
5821 Southwest Freeway, Suite 500  
Houston, TX 77057

Re: Immediate return of \$750,000 advanced in contract

Dear Dr. Rashid:

It is extremely disappointing to me that the consideration advanced to your company in the amount of \$750,000, has not been returned at this time, to me and Progressive Minerals, LLC, pursuant to our signed contracts . This return is also confirmed by David M. Bernstein, Q.C., in his letter, dated October 10, 2005.

The warmth and consideration you showed me at our meeting in Houston in early October, was deeply appreciated, and seemingly conveyed a deep concern that our friendship survive the ultimate decision in the matter pending before your Company, Global Empire Investment and Holdings, LLC, and Progressive Minerals, LLC, a West Virginia Limited Liability Company.

In the Contract executed by you as CEO of Global Empire Investment and Holdings, LLC, it spells out in detail when this advance of \$750,000 by Progressive Minerals shall be returned. It is also specified that the \$750,000 would be returned without interest and no deductions taken from it. Since Global has not taken any positive action, and, further, did not do so on November 18, 2005, therefore, Progressive Minerals is entitled to the return of its \$750,000.00.

The joint contract, without question, requires the return of the \$750,000.00. Global has had possession of it, in trust, per the Contract, for 169 days, far in excess of that set forth in the executed Contract. This delay upon your part, as President of Global in delaying the \$750,000.00 return to me is extremely difficult for me to understand.

I have had to retain excellent counsel to advise me, and Progressive Minerals, in this matter, which is expensive to say the least. Your inaction has caused this expenditure upon my part to obtain the \$750,000.00 amount that was to be returned to me, without delay.

Dr. Mohammad Haroon Rashid

January 4, 2005

Page Two

I am sure any Court reviewing this matter would execute an Order to pay my counsel fees, as well as, to insert, without regard to the Contract, interest at prime, plus 1%, for there is no plausible reason for you as CEO of Global Empire and Investments, LLC to convince the Court as to why said Contract was ignored, and why Progressive Minerals is required to retain counsel to secure its rights under the Contract.

It should come as no surprise to you that those who have advanced these dollars to me, as an individual, so that I could make the same available to Progressive Minerals, are equally anxious. My reputation is being severely damaged as a result of Global's failure to live up to the Contract it executed with Progressive Minerals, and myself, its President.

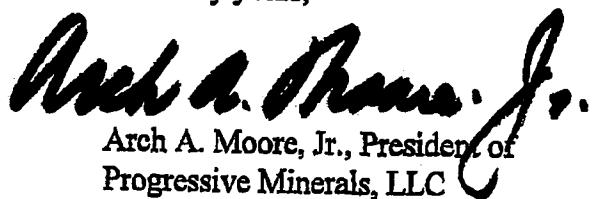
This matter can be cured by you personally, because responsible people know full well from all the correspondence that these funds are long, long overdue to be returned to me.

I have been reluctant from the very beginning to annoy you with phone calls, however, you, on the one time we were able to speak to this issue, were very accommodating, and very assuring this matter would be resolved.

The two of us in private conversation have acknowledged that our conversations tend to fortify a warm and understanding appreciation of each other. Therefore, I would appreciate your transmitting to me the sum of \$750,000 which you are obligated to do.

I am sincerely hopeful that you do not find my comments uncomplimentary.

Sincerely yours,

  
Arch A. Moore, Jr., President of  
Progressive Minerals, LLC

**EXHIBIT “N”**

# Global Empire Investment & Holdings LLC

## CANADIAN OFFICE

DAVID M. BERNSTEIN, Q.C.  
V.P. Finance and Legal Affairs  
25 Raspberry Crescent  
Beaconsfield, Quebec, Canada  
H9W 6C9

25 RASPBERRY CRESCENT  
BEACONSFIELD, QC H9W 6C9

Tel: (514) 831-2918  
e-mail: emiq@sympatico.ca

Friday, January 13, 2006

FAX TO: 304-845-5901

GOVERNOR ARCH A. MOORE, JR.

From

David M. Bernstein

## RE: PROGRESSIVE MINERALS AND GLOBAL EMPIRE

Dear Governor,

I have just returned from France, and I am now involved with the Honourable John Crosbie in the Canadian Federal Elections, which will be held on January 23<sup>rd</sup>. We are extremely optimistic, according to the latest polls, of a Conservative victory and that Mr. Harper will become our next Prime Minister.

I will be in touch with you by the end of next week to settle this matter with you.

Thanking you for your kind cooperation and wishing you a happy, healthy and prosperous New Year, I remain

Yours truly,



Fax 1 page only  
Cc: Dr. M. HAROON RASHID

Tel: (713) 838-2300

6821 Southwest Freeway, #600  
Houston, Texas 77057

Fax: (713) 838-2305

Cell: (248) 307-4378  
e-mail: geinves191@yahoo.com

**ARCH A. MOORE, JR.**  
GOVERNMENT AND BUSINESS CONSULTANT  
HUBBS BUILDING, SUITE 400  
511 SEVENTH STREET  
MOUNDSVILLE, WEST VIRGINIA 26041

GOVERNOR OF THE  
STATE OF WEST  
VIRGINIA  
1989-1977  
1985-1989  
  
UNITED STATES  
CONGRESSMAN  
1957-1968

TELEPHONE  
304-845-5900  
304 845 2609  
  
FACSIMILE  
304-845-5901

September 6, 2005

Dr. Muhammad Haroon Rashid  
President and C.E.O.  
Global Empire Investments & Holdings, LLC  
5821 Southwest Freeway, Suite 500  
Houston, TX 77057

Re: \$200,000,000 loan to Progressive Minerals, LLC  
Hubbs Building, Suite 400 - 511 Seventh Street  
Moundsville, WV 26041

Dear Dr. Rashid:

I respectfully bring to your attention a document executed by you as President of Global Empire Investments & Holdings, LLC, and myself, Arch A. Moore, Jr., President of Progressive Minerals, LLC, a West Virginia Company, in reference to that certain Agreement executed on July 21, 2005, by the parties, in reference to the \$200,000,000 loan by your Company to Progressive Minerals, LLC. This document was executed in a timely fashion on July 21, 2005, by each of the parties thereto, more particularly, Arch A. Moore, Jr., President of Progressive Minerals, LLC, and Dr. Mohammad Haroon Rashid, CEO of Global, all of which complied with the Commitment, Commitment Letter, or Commitment Agreement dated July 14, 2005.

All questions that have been presented to Progressive Minerals, LLC, from any source, to meet the need of Global, have been responded to promptly and completely. The concluding paragraph of this document is quite specific in direction, and manner of executing said document by its principals. In Item 14, Indemnification, it is specific in identifying the executed document as a "Commitment Letter".

Progressive Minerals feels it has responded to all questions posed over several months previous to the execution of the Commitment Letter, furnishing all information, or data required.

Dr. Muhammad Haroon Rashid  
September 6, 2005  
Page Two

On Page 3 of the executed Document, the closing date is set specifically for August 15, 2005, with a 25 million dollar advance deposited by Global to Progressive Minerals, with a specification that it's for the applicant to facilitate the acquisition of the project. That date has since gone by without comment or explanation by your Company, which has caused Progressive Minerals substantial embarrassment to the parties involved.

Progressive Minerals has been advised that circumstances affecting Global, have taken their attention away from this signed Commitment Letter, and the specifics contained therein, without any explanation, to Progressive Minerals, whatsoever. Progressive Minerals believes there is a existing contract between Global and Progressive Minerals that requires the parties to live by their agreement, and activate said loan.

Should your Company, for a minute, maintain they have no contractual obligation in this matter, Progressive and myself have very few avenues to examine, all of which would contemplate a legal action to seek specific performance of the executed Contract. I can assure you that this is not something I would prefer. However, without this matter being properly carried out, my Company and myself are left with few alternatives.

I respectfully call to your attention that the \$750,000 that has been sent to you by Progressive, was certainly not all of the financial obligations incurred by my Company and myself in this matter, in relying upon the executed Contract between your Company and mine. As a matter of fact, my Company did issue a check for \$500,000 to Justice Energy, to secure its rights to purchase its Red Fox Division, all of which is now lost to Progressive Minerals and myself. It would appear to me that Progressive has to be made whole in this matter, save a legal action is for Progressive to be made whole. I hasten to say Progressive doesn't desire this, but desires the Contract to be carried out in its entirety.

If by this letter, I, on behalf of my Company, seem to be demanding, I suggest that is not the case.

If for any reason you, or your Company, find yourself uncomfortable owning 45% of this with me, or my Company, my Company would be ready to compromise this matter in its entirety by the payment of \$25,000,000 to my Company for its 55% interest, which would leave Global owning the entire project, which has projections indicating it will net \$50,000,000 per year, over the next ten years. I hasten to say this is not my position or the position of my Company, but is tendered in good faith in order to settle this matter without any litigation.

Dr. Muhammad Haroon Rashid  
September 6, 2005  
Page Three

In that light, Progressive and myself, personally, respectfully ask that the agreed upon commitment be carried out, and that Global proceed immediately to honor said written Commitment Contract, reflecting its approval of said loan to Progressive Minerals, LLC, and to deposit \$25,000,000 to the account of Progressive Minerals, LLC, with the balance to flow as set forth in our Agreement.

The tremendous respect Global Empire Investments & Holdings, LLC has obtained throughout this Country, and the admiration attached to its Chief Executive Officer, Dr. Mohammad Haroon Rashid, its President and CEO, is admirable indeed.

Therefore, Progressive Minerals, LLC, through its President, Arch A. Moore, Jr., respectfully demands that the parties carry out with great specificity, the Commitment Contract dated July 21, 2005, and that said 25 million dollar deposit be made now, to the account of Progressive Minerals, LLC, and said loan be activated.

The intent of this letter does not diminish in any way whatsoever, the solid reputation of Global and through its revered Chief Executive Officer, Dr. Mohammad Haroon Rashid, however Progressive Minerals, LLC, must be made whole, and Global Empire Investments & Holdings should immediately carry out its contractual commitment to Progressive Minerals, LLC.

Very truly yours,



Arch A. Moore, Jr.

The original of this letter is being sent to you, at your business address, by Federal Express.



BB&T WIRE TRANSFER OPERATIONS

06/29/2005

2735301

ARCH MOORE  
PO BOX 250  
MOUNDSVILLE

WV 26041-0250

WE HAVE COMPLETED THIS WIRE TRANSFER REQUEST. YOUR BB&T ACCOUNT HAS BEEN DEBITED FOR THE NET AMOUNT SHOWN BELOW.

TRN DATE	20050629	TRN NUM	00005872
AMOUNT	200,000.00	ACCOUNT #	DDA - 5272640337
REFERENCE #			
DATE	06/29/2005		
TIME	14:18:36		
ORIGINATOR	ARCH MOORE 511 7TH ST MOUNDSVILLE		WV 26041-2126
BENEFICIARY BANK	BANK OF AMERICA, N.A., TX		
BENEFICIARY BANK #	111000025		
BENEFICIARY NAME	GLOBAL EMPIRE INVESTMENTS & HOLDING		
BENEFICIARY ACCOUNT	005778146903		
ORIGINATING BANK INFORMATION			

THANK YOU FOR BANKING AT BB&T. IF YOU HAVE ANY QUESTIONS CONCERNING THIS WIRE TRANSFER, PLEASE CALL YOUR LOCAL BRANCH.





BB&T WIRE TRANSFER OPERATIONS

06/30/2005

2735301

ARCH MOORE  
PO BOX 250  
MOUNDSVILLE

WV 26041-0250

WE HAVE COMPLETED THIS WIRE TRANSFER REQUEST. YOUR BB&T ACCOUNT HAS BEEN DEBITED FOR THE NET AMOUNT SHOWN BELOW.

TRN DATE 20050630

TRN NUM 00003766

AMOUNT  
REFERENCE #

50,000.00

ACCOUNT # DDA - 5272640337

DATE

06/30/2005

TIME

11:29:10

ORIGINATOR

ARCH MOORE ON BEHALF OF *Progressive Financials*  
511 7TH ST  
MOUNDSVILLE

WV 26041-2126

BENEFICIARY BANK  
BENEFICIARY BANK #

BANK OF AMERICA, N.A., TX  
111000025

BENEFICIARY NAME  
BENEFICIARY ACCOUNT  
ORIGINATING BANK INFORMATION

GLOBAL EMPIRE INVESTMENTS & HOLDING  
005778146903

THANK YOU FOR BANKING AT BB&T. IF YOU HAVE ANY QUESTIONS CONCERNING THIS WIRE TRANSFER, PLEASE CALL YOUR LOCAL BRANCH.





BB&T WIRE TRANSFER OPERATIONS

07/26/2005

2735301

ARCH MOORE  
PO BOX 250  
MOUNDSVILLE

WV 26041-0250

WE HAVE COMPLETED THIS WIRE TRANSFER REQUEST. YOUR BB&T ACCOUNT HAS BEEN DEBITED FOR THE NET AMOUNT SHOWN BELOW.

TRN DATE	20050726	TRN NUM	00004260
AMOUNT	500,000.00	ACCOUNT #	DDA - 5272640337
REFERENCE #			
DATE	07/26/2005		
TIME	13:55:36		
ORIGINATOR	ARCH MOORE 511 7TH ST MOUNDSVILLE		WV 26041-2126
BENEFICIARY BANK	BANK OF AMERICA, N.A., TX		
BENEFICIARY BANK #	111000025		
BENEFICIARY NAME	GLOBAL EMPIRE INVESTMENT & HOLDING		
BENEFICIARY ACCOUNT	005778146903		
ORIGINATING BANK INFORMATION			

THANK YOU FOR BANKING AT BB&T. IF YOU HAVE ANY QUESTIONS CONCERNING THIS WIRE TRANSFER, PLEASE CALL YOUR LOCAL BRANCH.



**PROMISSORY NOTE**

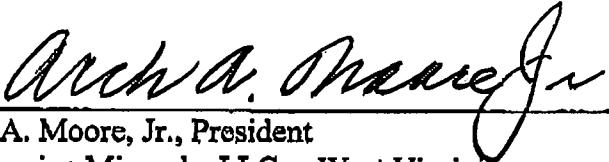
\$1,250,000.00

Moundsville, WV

June 29, 2005

On demand, for value received, the undersigned promises to pay to the order of **ARCH A. MOORE, JR., of 511 SEVENTH STREET, MOUNDSVILLE, WV 26041**, the sum of **—ONE MILLION AND TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS—** with interest at one (1%) percent above New York prime, said note to be retired on October 15, 2005.

PROGRESSIVE MINERALS, LLC

  
Arch A. Moore, Jr.  
Arch A. Moore, Jr., President  
Progressive Minerals, LLC, a West Virginia  
Limited Liability Company  
511 Seventh Street  
Moundsville, WV 26041

*This note  
will be  
paid to  
16,219.18  
dated to  
500,000.00 note*



BB&T WIRE TRANSFER OPERATIONS

07/26/2005

ARCH MOORE  
PO BOX 250  
MOUNDSVILLE

2735301

WV 26041-0250

WE HAVE COMPLETED THIS WIRE TRANSFER REQUEST. YOUR BB&T ACCOUNT HAS BEEN CREDITED FOR THE NET AMOUNT SHOWN BELOW.

TRN DATE 20050726

TRN NUM 00003563

AMOUNT 500,000.00 ACCOUNT # DDA - 5272640337  
REFERENCE #  
DATE 07/26/2005  
TIME 12:47:55

BENEFICIARY ARCH MOORE  
ORIGINATOR LAWSON W HAMILTON JR  
ORIGINATING BANK NAME UNITED BANK, INC,  
ORIGINATING BANK # 051900395  
ORIGINATING BANK INFORMATION

THANK YOU FOR BANKING AT BB&T. IF YOU HAVE ANY QUESTIONS CONCERNING THIS WIRE TRANSFER, PLEASE CALL YOUR LOCAL BRANCH.



BB&T Wire Transfer Services Request

Date: 01/04/06

Branch: 2735301 Caller's Name:NANCY L HALL

Transfer #:060104-004649

Reporting Branch: 2735301 Phone #:304-845-2470 International Transfer:N

Customer Type:C Branch Location:702 Transfer Amount: 516219.18

Application: DDA Debit Account #:0005272640337 GLA Ticket #:

Repetitive #:  
-----

Originator Name: ARCH MOORE

Address: 511 7TH ST

MOUNDSVILLE WV 26041-2126

\*\*\*\*\*  
Receiving Bank: UNITED BANK, INC.  
Bank City/State:CHARLESTON, WV

ABA/Routing:051900395

Further Credit Bank:

Beneficiary Account:50-4114

Beneficiary Account Type:

Beneficiary Name: LAWSON W HAMILTON JR.

Address: 1 RIVER ROAD

HANSFORD WV

-----  
Originator Reference:

Originator to Beneficiary Information :

Bank to Bank Information:



## BB&amp;T WIRE TRANSFER OPERATIONS

06/29/2005

2735301

ARCH MOORE  
PO BOX 250  
MOUNDSVILLE

WV 26041-0250

WE HAVE COMPLETED THIS WIRE TRANSFER REQUEST. YOUR BB&T ACCOUNT HAS BEEN DEBITED FOR THE NET AMOUNT SHOWN BELOW.

TRN DATE 20050629 TRN NUM 00005844

AMOUNT 500,000.00 ACCOUNT # DDA - 5272640337

REFERENCE #  
DATE 06/29/2005

TIME 14:16:54

ORIGINATOR ARCH MOORE  
511 7TH ST  
MOUNDSVILLE WV 26041-2126BENEFICIARY BANK WACHOVIA BANK OF SOUTH CAROLINA NA  
BENEFICIARY BANK # 053207766BENEFICIARY NAME JAMES C. JUSTICE COMPANIES  
BENEFICIARY ACCOUNT 2001000496912  
ORIGINATING BANK INFORMATION

THANK YOU FOR BANKING AT BB&T. IF YOU HAVE ANY QUESTIONS CONCERNING THIS WIRE TRANSFER, PLEASE CALL YOUR LOCAL BRANCH.

